

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

MARITZ HOLDINGS INC. and)
MARITZ MOTIVATION INC.,)
Plaintiffs,)
v.) Case No. 4:21-cv-00438-MTS
DREW CARTER, et al.,)
Defendants.)

STIPULATED DELETION PROTOCOL

IT IS HEREBY ORDERED that the Parties' Joint Motion for Entry of Stipulated Deletion Protocol, Doc. [112], is **GRANTED** as follows:

This Stipulated Deletion Protocol (the "Deletion Protocol") is entered into by and between Plaintiffs, Maritz Holdings Inc. and Maritz Motivation Inc. (collectively "Maritz"), on the one hand, and Defendants Drew Carter, Chris Dornfeld, Jesse Wolfersberger, Laurel Newman, Andrew Hrdlicka, Ben Valenti, Daniel Conwell (collectively the "Individual Defendants"), and WeWhistle, LLC f/k/a Whistle Systems, LLC and Whistle Systems, Inc. (collectively "Whistle") (with the Individual Defendants, the "Defendants") (together with Maritz, the "Parties").

WHEREAS, the Stipulated Inspection Protocol (the "Inspection Protocol") was previously agreed to by the Parties and entered by the Court, Doc. [49], which provided for the searching of certain devices and accounts within the possession or control of the Defendants.

WHEREAS, a Preliminary Injunction was entered by the Court with the agreement of the Parties on July 19, 2021, Doc. [102], which provides for the Parties to agree upon a protocol for the deletion of "any documents originating at Maritz, prepared for Maritz, or taken from Maritz, including any computer code, software, or products, and including any computer code, software,

or products that derive any information from the documents originating at Maritz, prepared for Maritz, or taken from Maritz” (the “Maritz Documents”).

The Parties agree to the following procedures:

1. The Parties have agreed that Garrett Discovery Inc. (“GDI”) shall conduct the deletion described herein.
2. With respect to each Device or Account (as those terms are defined in the Inspection Protocol):
 - a. The Defendants will promptly make their Devices and Accounts available to GDI to perform the deletions described herein and will provide all other reasonable and necessary cooperation to GDI to ensure the prompt implementation of this Deletion Protocol.
 - b. GDI shall permanently delete any Recovered Documents (as that term is defined in the Inspection Protocol) that were previously produced by GDI to Maritz in connection with the Inspection Protocol. Nothing herein shall prejudice Maritz’s right to seek the deletion of other Recovered Documents, if it is subsequently determined that certain Withheld Documents (as that term is defined in the Inspection Protocol) were improperly withheld by the Defendants.
 - c. GDI will perform searches for “Maritz” or “@Maritz.com” and will permanently delete any resulting documents.
3. With respect to any images from a mobile phone that were previously produced in this case, GDI will confirm the deletion of those images from each such mobile phone by recording the deletion process.
4. Upon the conclusion of the deletion process set forth in Paragraph 2 hereof, each

of the individual Defendants shall review their own Accounts and Devices for any outstanding Maritz Documents. To the extent that any Maritz Documents are located, GDI shall permanently delete any such Maritz Documents. This Paragraph 4 expressly includes, but is not limited to, all copies of Maritz code, schema, or other technical files in the Defendants' possession, custody, or control, irrespective of whether such files are "Recovered Documents" or not.

5. As provided herein, any reference to "permanently delete" will mean that the file or document will be permanently deleted such that it can no longer be accessed or restored by Defendants. The Defendants shall not attempt to retain, recover, restore, reconstitute, and/or subsequently acquire any of the Maritz Documents deleted pursuant to the terms of this Deletion Protocol.

SO ORDERED AND APPROVED.

Dated this 28th day of July, 2021.



MATTHEW T. SCHELP
UNITED STATES DISTRICT JUDGE